

**CITY OF TWO RIVERS**  
**PARK CONCESSIONS**  
**REQUEST FOR PROPOSAL**

**ISSUE DATE: JANUARY 8, 2019**

**WRITTEN PROPOSALS DUE BY:**  
**FEBRUARY 8, 2019, 2:00 PM**

**CITY OF TWO RIVERS**  
**REQUEST FOR PROPOSAL**  
**PARK CONCESSIONS**

**PURPOSE OF REQUEST:**

The City of Two Rivers (City) is requesting competitive proposals for the furnishing of all staffing and equipment necessary to provide food and other concession items at two park locations, starting with the 2019 summer season.

The City's needs are identified in the following Request for Proposal (RFP).

**RFP TIME SCHEDULE:**

Advertisement/Distribution: January 8, 2019  
Deadline for Proposals: February 8, 2019  
Rec Board Review: February 12, 2019  
Preliminary Selection: February 19, 2019  
Award Contract: By March 15, 2019  
(When all requirements for operation are met)

**SITE INFORMATION:**

The City intends to seek private entities that would be interested in providing concessions at the following facilities.

**NESHOTAH BEACH CONCESSIONS:** 500 Zlatnik Drive. Located between 17<sup>th</sup> and 22<sup>nd</sup> Streets along Zlatnik Drive. This beautiful sandy beach has volleyball courts, basketball courts, and picnic areas. The beach also has a jet ski launch area and is a popular summer destination for many inland communities as well as residents. The concession stand abuts the 50-acre Neshotah Park that is often full of families hosting picnic events.

**VIETNAM VETERANS PARK CONCESSIONS:** 1300 35<sup>th</sup> Street, this popular 22-acre park is home to the city's softball and baseball facility. Games and tournaments begin in late April and run through October.

Parties interested in touring these facilities should contact Parks and Recreation Director Kevin Boehm, telephone: 920-793-5592, e-mail: kevboe@two-rivers.org.

**SCOPE OF SERVICES REQUIRED:** The selected contractor will be expected to provide high-quality food and beverage services as an independent contractor. The selected contractor must maintain all equipment and facilities used in its food and beverage operations in a good and sanitary condition. Service will include concessions at both concession stands. The selected contractor will be awarded a contract for both concession stands; the City of Two Rivers will not separate each stand to a separate proposer. All areas within the concession stands must be clean, and garbage must be bagged and deposited in the dumpsters at the end of each business day.

**FACILITIES:** The selected contractor is expected to provide, at its expense, such additional equipment as it deems necessary or desirable to deliver high-quality food and beverage products to the public. The selected contractor may remove its equipment and facilities at the termination of the contract, provided that such equipment/facilities have not become permanently affixed and will not damage or alter the Park concession stands. The selected contractor shall not alter any facility in any manner without the written consent of the City of Two Rivers. The selected contractor shall be responsible for the upkeep, maintenance, and repair of all its equipment and equipment provided by the City of Two Rivers.

**TERM:** The contract described herein will have a term of one (1) year, beginning on April 1, 2019, and ending November 1, 2019. The City of Two Rivers shall have the option of extending the contract for up to three (3) additional one-year terms.

**PRICING:** Each proposer should outline the specific items to be offered for sale and the prices for the items to be sold, including food and beverages. It is the desire of the City of Two Rivers that these items are sold at as low a price as possible, which is in the best interest of the consuming public. Prices must be shown on easily readable menu boards at each stand.

**OPERATING PLAN:** Each proposer shall present a plan for providing high-quality food and beverage service sales at the Park as an independent contractor. Anticipation is that this plan will include the proposer's ideas on staffing, management, food preparation, sanitation, supplier's equipment, hours of operation, and furnishings to be provided by the proposer.

**EXPERIENCE AND QUALIFICATIONS:** Each proposer shall describe in its proposal any experience and special qualifications it may have in, providing food and beverage service on the scale required for this contract. Each proposer must provide a written account of food and beverage operations experience for the last three (3) years. Each proposer must submit the names and telephone numbers of at least three (3) references.

**COMMISSION OR RENT:** Each proposer shall outline the commission amount or rent amount to be paid to the City of Two Rivers as well as the method of providing proof of sales if commission rate is to be used.

**CONTRACT PROVISIONS:** This Request for Proposal is issued, and proposals are requested subject to the following provisions that the contract for concession services will contain, including:

1. The City of Two Rivers grants to Contractor, according to the terms hereof, the right to conduct and operate the food and beverage concessions inside the concession stand buildings as an independent contractor. The concession stands are Neshotah Beach Concession Stand, Vietnam Veterans Park Sports Complex.
2. Contractor will be supplied schedules for athletic programs and activities at Vietnam Veterans Park Sports Complex. Contractor will agree to arrive 30 minutes before activities and remain open until all activities are complete.
3. Contractor shall provide a schedule of regular hours for operation of the concession at Neshotah Beach, seven days a week for the period from Memorial Day weekend through Labor Day weekend, and on Saturdays and Sundays through September 30; any hours of operation outside of

- those periods to be at Contractor's discretion. Contractor and City may agree to provisions allowing concession closure in inclement weather.
4. A preliminary listing of 2019 events and activities planned for Neshotah Beach is attached to this RFP as Exhibit A.
  5. Contractor agrees to pay rent to the City of Two Rivers, in the form of a stated monthly rental payment or as a commission based on sales. Rent payments shall be made in equal monthly installments, for the months of June, July, August, and September. Commission payments shall be made monthly, within (15) days after the end of each month. City and Contractor shall agree on a format and contents for financial reporting from concession operations, which shall be the basis for the commission payments.
  6. Contractor must pay all taxes of any kind related to the sale of concessions.
  7. City shall be responsible for payment of electric, natural gas, water and sewer utilities at the concession stands.
  8. Contractor warrants that it has experience in operating food and beverage concessions at facilities similar to the City facilities and as such accepts the concession stand facilities in "as is" condition suitable for the concession operations contemplated herein.
  9. Contractor shall allow any representative of the City, access to the premises with sufficient notice, for any purpose, inspection or otherwise.
  10. It is understood that the Contractor is an independent contractor. Nothing herein shall be construed as creating a joint venture or partnership. The contract entered into by the parties shall be subject to all applicable Federal, State, and local laws.
  11. Contractor will procure, maintain and improve its equipment at its own expense as may be required to operate efficiently. Equipment permanently fixed to the Park concession stand shall remain the property of the City at the end of the contract.
  12. Contractor will procure, at its own expense, all necessary occupational, business, health department or other licenses and permits of any kind and shall pay all taxes and fees arising from the operation of said concessions.
  13. Contractor will procure, at its own expense, insurance to protect the City of Two Rivers against any possible claims arising out of operation of concessions under the contract and shall indemnify and hold the City of Two Rivers harmless against all liability claims or suits arising out of the operation of concessions governed by the contract to be entered into. The Contractor shall provide the City of Two Rivers a certificate of insurance and at all times maintain Worker's Compensation insurance as required by law. The bidder must provide a waiver of subrogation in favor of the City of Two Rivers on General Liability and Workers Compensation Insurance. Further Contractor shall provide general liability coverage, including products liability, with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The City of Two Rivers shall be named as an additional insured under the Contractor's policy.

14. Contractor and its employees will, at all times, conduct themselves in such a manner as to avoid annoyance to patrons and shall otherwise comply with all City of Two Rivers rules and regulations.
15. It shall be the Contractor's responsibility to properly maintain a sufficient number of personnel to service all events and further be responsible for the supervision of all personnel.
16. The contract to be entered into is not and will not be construed to be a lease of any facility or grounds thereof. Contractor's rights of access to facilities and grounds to operate the concessions granted will continue so long as full compliance with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions outlined in the contract are maintained.
17. The independent contractor shall have no right to sell or assign or subcontract any portion of the agreement without prior written consent from the City of Two Rivers, which consent will not be unreasonably withheld.
18. The terms of the contract to be entered into are and will be subject to any terms and conditions of any contracts existing and executed prior to the execution hereof.
19. The contract to be entered into will be governed and interpreted according to the provisions of Wisconsin law.
20. The City of Two Rivers may terminate the contract for any reason upon thirty (30) days' notice. The contract shall be automatically and immediately terminated should the Department of Parks and Recreation cease or limit its operations due to a shortage or unavailability of funds.
21. Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of parks and recreation facilities. Any employee or subcontractor acting in a manner determined to be detrimental, abusive or offensive may be required to leave the premises.
22. The Contractor shall agree to indemnify and hold harmless the City of Two Rivers against any and all claims arising out of its operation of said concessions and shall have no limitation on its liability for claims related to the following items:
  - a. Bodily injury;
  - b. Death;
  - c. Physical damage to tangible personal and/or real property;
  - d. The intentional and willful or negligent acts of the contractor and/or contractor's employees.

**EVALUATION CRITERIA:** Each proposal will be evaluated by the City of Two Rivers based upon criteria to be determined at the City's sole discretion.

**PROPOSAL SUBMISSIONS:**

1. All proposals shall be submitted in writing and delivered on or before 2:00 p.m. on February 8, 2019, to the City of Two Rivers, Parks and Recreation Office at 1520-17<sup>th</sup> Street, Two Rivers, WI, 54241. (mailing address P.O. Box 87).

2. Proposal must be sealed in an envelope, which shall be clearly labeled "Concession Proposal Due February 8, 2018."
3. Proposals must be received by the date and time specified. The City of Two Rivers is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposals received after the submission deadline will be left within the RFP file and will remain unopened.
4. Proposals will be presented for review and recommendation at the Recreation Board meeting on February 12 and presented for final action at the regular meeting of the City Council of the City of Two Rivers on February 18, 2019. The City of Two Rivers reserves the right to accept or reject any or all proposals and to award the contract to the bidder whom, in its opinion, best serves the interest of the City.
5. City will choose the best proposal in its sole discretion and then enter into negotiations for the purpose of creating a contract for food and beverage service at the Neshotah Beach Concession and the Vietnam Veterans Park Concession.
6. If the parties are not able to agree on a contract, the City of Two Rivers will pursue negotiations with the party whose proposal was rated second in the City's evaluation.
7. Proposals or alterations by fax, e-mail or phone will not be accepted.
8. City reserves the right to reject any and all proposals, including those with exceptions, prior to and at any time during negotiations. Likewise, a new request for proposals may be issued if the need should arise.
9. City reserves the right to waive any defect or irregularity in any proposal procedure.
10. City reserves the right to request additional information or clarification of a proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of the City of Two Rivers.
12. All written proposal material becomes the property of the City of Two Rivers.
13. Only transactions and communications, which are in writing from the Director of Parks and Recreation, may be considered official. No negotiations, decisions or actions shall be taken by any Proposer as a result of any discussions with any city employee or citizen.

# Attachment 1

## City of Two Rivers Neshotah Beach Schedule 2019

June 29 - Bands on the Beach: TBA  
July 5 – Bands on the Beach: Saving Savannah  
July 12-14: Pro Am Beach Soccer  
July 19-21: EVP Beach Volleyball  
July 28 – Bands on the Beach: The Honeygoats  
August 8 – Bands on the Beach: Cold Soda Club  
August 25 – Bands on the Beach: Copper Box  
August 31-Sept 1: Kites over Lake Michigan  
September 8 – Bands on the Beach: Unity the Band

(as of 1/8/19)